



Request for Bids (RFB)

CITY-WIDE JANITORIAL MAINTENANCE SERVICES

The City of Covina, California (“City”) is requesting bid proposals from qualified contractors for professional City-wide janitorial services at various City locations. The successful contractor (“Contractor”) will be required to provide appropriately trained professional janitorial personnel as well as requisite equipment in order to perform janitorial services of the highest quality.

The term of the agreement is for three years, with two, one-year extensions. As the current agreement is scheduled to expire on June 30, 2022, time is of the essence to select and award a contractor. City anticipates City Council authorization to award a contract/agreement on June 21, 2022.

1. Introduction

The City of Covina, incorporated in 1901, covers approximately seven square miles located in the San Gabriel Valley area of Los Angeles County, approximately 22 miles east of Downtown Los Angeles. The City is bordered by the Cities of Azusa and Glendora to the north, West Covina to the west and south, and the City of San Dimas and unincorporated portions of Los Angeles County to the east. The City is seeking professional janitorial services to clean and maintain a variety of City owned locations.

Complete details and bidding requirements are set forth below under Section 2: Scope of Services. The City reserves the right to change any part of the Scope of Services any time prior to the bid opening. It is the bidder’s responsibility to review the City’s website (www.covinaca.gov/rfps) to verify that all bidding requirements are satisfied. A bidder’s failure to address any requirements, including those set forth in addenda, may result in the bid not being considered.

A non-mandatory pre-bid proposal job walk will be held on **Monday, April 25, 2022**, at the Covina City Hall (125 E. College Street, Covina, CA 91723) and will begin at **1:00 PM**. Prospective bidders are to assemble in the Courtyard outside of City Hall.

Interested parties may not communicate about this RFB with elected officials or staff representing the City of Covina, or any other individuals retained by the City to support this procurement. All questions and requests for clarification must be submitted electronically to the point of contact identified below by **4:00 PM** on **Thursday, April 28, 2022**.

Responses to questions submitted prior to the established question deadline will be released on **Thursday, May 5, 2022**.

Bids submittal deadline is **4:00 PM, Tuesday, May 10, 2022.**

Bids will be received at the **Office of City Clerk, 125. E. College Street, Covina, CA 91723.**

All Bids must be received by the City Clerk **prior** to the aforementioned deadline. Any bid received by the City Clerk after the deadline shall not be considered.

CONTACT INFORMATION

Direct questions or clarification requests regarding this bid proposal to:

Michael Flores Jr, Management Analyst
Department of Public Works
125 E. College Street, Covina, CA 91723
Email: mflores@covinaca.gov

2. Scope of Services

The City of Covina requests bid proposals for qualified janitorial services to be performed at various City-wide facilities in accordance with the terms and conditions set forth in this RFB. Bids must include the following:

Task 1 – Bid Schedule (Sections A through I) – Janitorial Maintenance Services

A. BID SCHEDULE A - CITY HALL COMPLEX - Sunday through Thursday after 8:00 P.M. except Tuesdays after 11:00 P.M. – 22,600 Square Feet

<u>DAILY</u>	<u>MONTHLY CHARGES WITH PRODUCT</u>
1. Sweep all entryways, dust mop ceramic tile floor and stairways.	\$ _____
2. Clean glass doors inside and outside.	\$ _____
3. Clean and polish drinking fountains.	\$ _____
4. Clean all cigarette sand urns.	\$ _____
5. Wipe all handrails.	\$ _____
6. Empty all trash receptacles, offices, restrooms and breakrooms, disinfect and reline.	\$ _____
7. Clean counters with disinfectant spray.	\$ _____
8. Vacuum all carpets including employee lounge and City Council Chambers.	\$ _____
9. Sweep all outside entries.	\$ _____
10. Remove stains and heel marks on tile.	\$ _____
11. Spot clean carpet.	\$ _____
12. Dust all file cabinets, desktops, bookcases, dais in	\$ _____

- | | | |
|-----|--|----------|
| | City Council Chambers and other accessible surfaces. | \$ _____ |
| 13. | Spot wash walls and woodwork. | \$ _____ |
| 14. | Remove cobwebs. | \$ _____ |

RESTROOMS

- | | | |
|----|--|----------|
| 1. | Clean and disinfect sinks, urinals and toilets. | \$ _____ |
| 2. | Clean mirrors. | \$ _____ |
| 3. | Mop restroom floors, disinfect. | \$ _____ |
| 4. | Replenish paper supplies and soap dispensers. | \$ _____ |
| 5. | Empty sanitary napkin disposal container and replace insert. | \$ _____ |
| 6. | Clean all metal framing and containers (restrooms). | \$ _____ |

SEMI-WEEKLY (twice a week)

- | | | |
|----|---|----------|
| 1. | Dust all City Council chairs and desk tops. Wipe clean. | \$ _____ |
| 2. | Dust all internal light fixtures in hallways. | \$ _____ |

WEEKLY

- | | | |
|----|---|----------|
| 1. | Wipe down stall partitions and doors. | \$ _____ |
| 2. | Thoroughly scrub all tile wall surfaces, tile floors, baseboards and stairways.
This includes internal and external entry areas. | \$ _____ |
| 3. | Wet mop all hallway tile floors and stairways. | \$ _____ |
| 4. | Dust window sills, door sashes, and blinds. | \$ _____ |

MONTHLY

- | | | |
|----|--|----------|
| 1. | Clean air conditioning vents. | \$ _____ |
| 2. | Clean windows inside and out-upper level (see Note A below). | \$ _____ |
| 3. | Clean windows inside and out-lower level. | \$ _____ |
| 4. | Spot clean all public seating. | \$ _____ |

CITY HALL COMPLEX MONTHLY TOTAL	\$ _____
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QUARTERLY

- | | | |
|-----|-------------------------|----------|
| *1. | Polish all tile floors. | \$ _____ |
|-----|-------------------------|----------|

ANNUAL

- | | | |
|-----|---|----------|
| *1. | Shampoo carpets (first shampoo should occur in Summer 2022) | \$ _____ |
|-----|---|----------|

A-1: CITY HALL COMPLEX ANNUAL TOTAL	\$ _____
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* Contractor must obtain prior schedule approval.

NOTE:

(A) Some types of upper level windows, when opened, can be cleaned inside and out. Other types, only the inside can be cleaned.

Please note quarterly and annual services are to be billed only after service is provided.

B. BID SCHEDULE B - CITY YARD - Sunday through Thursday after 6:00 P.M. – 5,450 Square Feet

<u>DAILY</u>	<u>MONTHLY CHARGES WITH PRODUCT</u>
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|--|----------|
| 1. Empty all trash receptacles in offices, restrooms and breakrooms, disinfect and reline. | \$ _____ |
| 2. Sweep stairs and hallway, Building B. | \$ _____ |
| 3. Wet mop all uncarpeted areas, Building A and Building B. | \$ _____ |
| 4. Vacuum all carpeted areas, including entry rugs. | \$ _____ |
| 5. Spot clean carpet. | \$ _____ |
| 6. Clean counters with disinfectant spray. | \$ _____ |
| 7. Clean doors, including glass area. | \$ _____ |
| 8. Dust desks, file cabinets, and computers. | \$ _____ |
| 9. Clean all table tops in Public Works meeting rooms, street room, and water room. | \$ _____ |

RESTROOMS

- | | |
|--|----------|
| 1. Replenish paper supplies and soap dispensers. | \$ _____ |
| 2. Wet mop restroom floors with lemon scented disinfectant. | \$ _____ |
| 3. Clean and sanitize sinks, using powdered cleanser. | \$ _____ |
| 4. Clean and sanitize inside and outside of toilet bowls. | \$ _____ |
| 5. Clean and sanitize inside and outside of urinals. | \$ _____ |
| 6. Clean mirrors. | \$ _____ |
| 7. Check urinal screens and cakes and replace as needed. | \$ _____ |
| 8. Clean wall and exhaust fan in Building A, men's restroom. | \$ _____ |

WEEKLY

- | | |
|--|----------|
| 1. Wet mop all uncarpeted areas, Buildings A and B. | \$ _____ |
| 2. Wipe clean all chairs In Public Work meeting rooms, street room and water room. | \$ _____ |

CITY YARD MONTHLY TOTAL	\$ _____
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QUARTERLY

- | | |
|-------------------------------------|----------|
| *1. Strip and wax linoleum. | \$ _____ |
| *2. Wash windows and internal glass | \$ _____ |

ANNUAL

- | | |
|--|--|
| *1. Shampoo carpets (first shampoo should occur in | |
|--|--|

Summer 2022) \$ _____

B-1: CITY YARD ANNUAL TOTAL \$ _____

*Contractor must obtain prior schedule approval.

Please note quarterly and annual services are to be billed only after service is provided.

C. BID SCHEDULE C - COVINA PUBLIC LIBRARY - Tuesday through Saturday after 8:00 P.M. – 22,610 Square Feet

<u>DAILY</u>	<u>MONTHLY CHARGES WITH PRODUCT</u>
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UPSTAIRS

- | | |
|--|----------|
| 1. Vacuum all carpeted areas and return all furniture to original configuration. | \$ _____ |
| 2. Empty, disinfect and remove smudges/stains, and reline all trash receptacles. | \$ _____ |
| 3. Clean, disinfect, and remove smudges/stains from all table tops and desks. | \$ _____ |
| 4. Dust and clean all signage. | \$ _____ |
| 5. Remove cobwebs. | \$ _____ |
| 6. Spot clean carpet as needed. | \$ _____ |
| 7. Wipe and clean doors. | \$ _____ |
| 8. Mop and disinfect all non-carpeted floors with lemon disinfectant. | \$ _____ |
| 9. Clean and remove smudges on walls and doors. | \$ _____ |
| 10. Remove fingerprints and smudges from light switch covers. | \$ _____ |
| 11. Dust and clean all horizontal surfaces under seven (7) feet above floor. | \$ _____ |
| 12. Wipe clean all glass or wood doors and door jams. | \$ _____ |
| 13. Clean, disinfect, and sanitize the break room and coffee station counters, table tops, and cabinets. | \$ _____ |
| 14. Clean all conference room tables. | \$ _____ |

DOWNSTAIRS (Lobby, Main Floor, Community Room)

- | | |
|---|----------|
| 1. Vacuum all carpeted areas and return all furniture to original configuration. | \$ _____ |
| 2. Empty, disinfect, and remove smudges/stains, and reline all trash receptacles. | \$ _____ |
| 3. Clean, disinfect, and remove smudges/stains from all table tops and desks. | \$ _____ |
| 4. Dust and clean all signage. | \$ _____ |
| 5. Remove cobwebs. | \$ _____ |

6. Spot clean carpet as needed. \$ _____
7. Keep a ready stock of paper towels, toilet seat liners, toilet paper and hand soap. \$ _____
8. Mop and disinfect all non-carpeted floors with lemon disinfectant. \$ _____
9. Clean and remove smudges on walls and doors and door jams. \$ _____
10. Remove fingerprints and smudges from light switch covers. \$ _____
11. Dust and clean all horizontal surfaces under seven (7) feet above floor. \$ _____
12. Clean, disinfect, sanitize, and polish drinking fountain. \$ _____

RESTROOMS

1. Dust and clean restroom signage and doors. \$ _____
2. Wet mop and disinfect tile floors, including areas under urinals and toilet bowls with bleach disinfectant. \$ _____
3. Clean, disinfect, and sanitize all basins, urinals and toilet bowls. \$ _____
4. Clean, disinfect, and sanitize underside rims of urinals and toilet bowls. \$ _____
5. Clean, disinfect, and sanitize both sides of toilet seats. \$ _____
6. Empty and clean trash containers, sanitary napkin containers and replace liners. \$ _____
7. Clean, sanitize, and polish all paper dispensers, replace liners as necessary. \$ _____
8. Clean and polish all mirrors. \$ _____
9. Clean and disinfect all partitions and tile walls. \$ _____
10. Fill all toilet paper, seat covers, soap, and paper towels. \$ _____
11. Replenish paper supplies and soap dispensers, extra restroom supplies shall be left in janitorial room at all times. \$ _____

WEEKLY

UPSTAIRS AND DOWNSTAIRS

1. Clean and polish all entry handles, door trims, and metal trim. \$ _____
2. Wipe and polish all chrome, metal fixtures, and door knobs. \$ _____

MONTHLY

1. Clean all windows inside and outside downstairs/upstairs. \$ _____
2. Dust window sills, door sashes. \$ _____
3. Spot clean walls and woodwork where needed. \$ _____
4. Spot clean carpeted areas, where needed. \$ _____

5. Clean air conditioning vents. \$ _____

COVINA PUBLIC LIBRARY MONTHLY TOTAL \$ _____

QUARTERLY

*1. Wax all uncarpeted areas, upstairs and downstairs. \$ _____

*2. Shampoo community room carpets \$ _____

ANNUAL

*1. Shampoo carpets (first shampoo should occur in Summer 2022) \$ _____

C-1: COVINA PUBLIC LIBRARY ANNUAL TOTAL \$ _____

*Contractor must obtain prior schedule approval.

Please note quarterly and annual services are to be billed only after service is provided.

D. BID SCHEDULE D - COVINA POLICE DEPARTMENT - Day Porter: Monday through Friday 10:00 A.M. to 1:00 P.M.; Evening Cleaning: Monday through Thursday and Sunday 8:00 P.M. to 12:00 A.M; Jail Cleaning: Monday, Tuesday and Thursday 8:00 P.M. to 10:00 P.M – 35,400 Square Feet

DAILY

MONTHLY CHARGES
WITH PRODUCT

COMMON AREAS

1. Clean and remove smudges from entry door \$ _____
2. Wipe clean all glass, wood, or metal doors and door jams. \$ _____
3. Empty all trash receptacles, clean container with clean damp cloth and replace plastic liner. \$ _____
4. Dust and clean all horizontal surfaces under seven (7) feet above floor. \$ _____
5. Vacuum all carpeted areas. \$ _____
6. Spot clean carpet area completely with dry cleaning compound. \$ _____
7. Dust mop, damp mop, of all hard surface floors, machine polish as needed. \$ _____
8. Clean and remove smudges and walls and wall coverings. \$ _____
9. Clean, disinfect, sanitize, and polish all water fountains. \$ _____
10. Wipe and clean all fire extinguisher cabinets and glasses. \$ _____
11. Dust and clean all lobby and corridor signage. \$ _____

OFFICE AREAS

1. Dust and clean all signage. \$ _____

2. Clean and remove all fingerprints and smudges from entry doors. \$ _____
3. Damp mop all non-carpeted floors. \$ _____
4. Vacuum all carpeted areas. \$ _____
5. Spot clean all carpets. \$ _____
6. Return all furniture to original configuration. \$ _____
7. Clean and remove smudges and walls and wall coverings. \$ _____
8. Remove fingerprints and smudges from light switch covers. \$ _____
9. Dust and clean all horizontal surfaces under seven (7) feet above floor. \$ _____
10. Empty all trash and remove from building to designated area, replace plastic liners. \$ _____
11. Empty recycle containers and remove from building to appropriate recycle bins. \$ _____
12. Clean, disinfect, and sanitize the break room and coffee station counters, table tops, and cabinets. \$ _____

RESTROOMS AND SHOWER ROOMS/LOCKER ROOMS

1. Dust and clean restroom signage and doors. \$ _____
2. Vacuum all restroom vestibules and remove spots. \$ _____
3. Wet mop and disinfect tile floors, including areas under urinals and toilet bowls. \$ _____
4. Clean alkaline deposits and soap spills from floor tile tile grout. \$ _____
5. Clean, disinfect, and sanitize all basins, urinals and toilet bowls. \$ _____
6. Clean, disinfect, and sanitize underside rims of urinals and toilet bowls. \$ _____
7. Clean, disinfect, and sanitize both sides of toilet seats. \$ _____
8. Empty and clean trash containers and sanitary napkin containers and replace liners. \$ _____
9. Empty, clean, sanitize and polish all paper dispensers, replace liners as necessary. \$ _____
10. Clean and polish all mirrors. \$ _____
11. Wipe and polish all chrome, metal fixtures and door knobs. \$ _____
12. Spot clean and disinfect all partitions and tile walls. \$ _____
13. Fill all toilet tissue, seat covers, soap, body soap (showers), towels, and sanitary napkin dispensers. \$ _____
14. Clean, disinfect, and sanitize shower walls and floors. \$ _____
15. Clean, disinfect, and sanitize shower curtains and doors. \$ _____
16. Wipe down benches. \$ _____
17. Dust and clean all horizontal surfaces under seven (7) feet above floor. \$ _____
18. Remove mildew/mold from tile/grout. \$ _____

STAIRWELLS

1. Clean wood steps, corners and riser seams. \$ _____
2. Clean door kick plates. \$ _____
3. Dust hand rails, canisters and ledges. \$ _____
4. Dust and clean stairwell signage. \$ _____
5. Dust and clean all horizontal surfaces under seven (7) feet above floor. \$ _____

CONFERENCE/TRAINING ROOMS

1. Clean all conference room tables. \$ _____
2. Clean white boards and tray (leave streak free). \$ _____
3. Return furniture to original configuration. \$ _____
4. Empty all trash and remove from building to designated areas, replace plastic liners. \$ _____
5. Vacuum carpeted areas. \$ _____
6. Remove tape and paper from walls. \$ _____
7. Dust and clean all horizontal surfaces under seven (7) feet above floor. \$ _____

BREAK AREAS/COFFEE STATIONS

1. Clean, wash, and disinfect break room and coffee station sinks, counter tops, and tables. \$ _____
2. Empty all trash and remove from building to designated areas, replace plastic liners. \$ _____
3. Return furniture to original configuration. \$ _____
4. Sweep floors (remove chairs to clean under tables) \$ _____
5. Dust and clean all horizontal surfaces under seven (7) feet above floor. \$ _____

LOBBY AND MAIN ENTRANCE

1. Vacuum carpeted areas. \$ _____
2. Spot clean carpeted areas utilizing a dry cleaning compound. \$ _____
3. Clean, disinfect, and sanitize all counters \$ _____
4. Clean and polish all entry handles, door trims, metal trim and signage. \$ _____
5. Dust and clean all horizontal surfaces under seven (7) feet above floor. \$ _____
6. Empty all trash receptacles, clean containers with damp cloth and replace liner. \$ _____
7. Clean, polish, and sanitize all water fountains. \$ _____
8. Dust and clean all lobby furniture- return to original configuration. \$ _____

JAIL

1. Clean and sanitize all jail cells. \$ _____
2. Wet mop and disinfect floors, including areas under urinals and toilet bowls. \$ _____
3. Clean, disinfect, and sanitize all basins, urinals and toilet bowls. \$ _____
4. Clean, disinfect, and sanitize underside rims of urinals and toilet bowls. \$ _____
5. Clean, disinfect, and sanitize both sides of toilet seats. \$ _____
6. Clean disinfect, and sanitize all sinks and signage \$ _____
7. Dust and clean all horizontal surfaces under seven (7) feet above floor. \$ _____

WEEKLY

COMMON AREAS

1. Clean and polish all entry handles, door trims and metal trim. \$ _____
2. Dust and clean all walls, ledges, door jams, window sills, and exit signs over (7) feet above floor. \$ _____

OFFICE AREAS

1. Vacuum all carpeted areas. \$ _____
2. Dust and clean all walls, ledges, door jams, window sills, and exit signs over (7) feet above floor. \$ _____
3. Vacuum and wipe vinyl furniture clean. \$ _____

RESTROOMS AND SHOWER ROOMS/LOCKERS

1. Clean, disinfect and sanitize ceramic tile floors and walls. \$ _____
2. Wash, disinfect and sanitize all waste containers. \$ _____
3. Clean and polish all doors, door plates and hardware. \$ _____
4. Pour clean water down floor drains to prevent sewer gases from escaping. \$ _____
5. Dust ledges and base boards. \$ _____
6. Check operation of deodorizers, restock and replace batteries as needed. \$ _____
7. Scrub shower floors. \$ _____
8. Clean, disinfect, and sanitize shower mats. \$ _____
9. Clean interior and exterior of all lockers. \$ _____
10. Dust and clean all walls, ledges, door jams, and exit signs over (7) feet above floor. \$ _____
11. Dust and clean the tops of lockers \$ _____

STAIRWELLS

1. Clean and disinfect hand rail banisters. \$ _____

2. Remove spider webs. \$ _____
3. Clean all walls of fingerprints and smudge marks. \$ _____
4. Clean and disinfect all emergency phones. \$ _____
5. Dust and clean all walls, ledges, door jams, and exit signs over (7) feet above floor. \$ _____

BREAK AREAS/COFFEE STATIONS

1. Sweep, mop and scrub floors (remove chairs to clean under tables. \$ _____
2. Clean all vinyl chairs. \$ _____
3. Clean interior and exterior of refrigerator. \$ _____
4. Pour enzyme in all drains. \$ _____
5. Clean all smudges from all doors, walls, and wall coverings. \$ _____
6. Dust and clean all walls, ledges, door jams, and exit signs over (7) feet above floor. \$ _____

LOBBY AND MAIN ENTRANCE

1. Edge clean carpet and tile areas. \$ _____
2. Clean the inside and outside of all entrance windows. \$ _____
3. Clean window sills and edges. \$ _____
4. Thoroughly clean all lobby counters and cabinets. \$ _____
5. Dust and clean all walls, ledges, door jams, and exit signs over (7) feet above floor. \$ _____
6. Clean all smudges from all doors, walls, plexiglass partitions, and wall coverings. \$ _____

JAIL

1. Dust all jail cells. \$ _____

MONTHLY

COMMON AREAS

1. Clean all ceiling vents and grills. \$ _____
2. Dust all ceiling corners and entry ways. \$ _____
3. Dust and clean all baseboards. \$ _____
4. Dust and clean the inside and outside of all light fixtures and covers. \$ _____
5. Clean and treat all wood paneling and furniture. \$ _____

OFFICE AREAS

1. Clean all partitions, doors, door jams, floor mats, and mirrors. \$ _____
2. Dust clean or vacuum all drapes and blinds. \$ _____
3. Brush and clean all vents and grills. \$ _____
4. Clean all non- carpeted floors. \$ _____

5. Dust and clean all light fixtures, reflectors and covers. \$_____

RESTROOMS AND SHOWER ROOMS

1. Wipe clean all ceiling lights and fixtures. \$_____
2. Machine scrub all tile floors. \$_____
3. Detail all toilet compartments and fixtures. \$_____
4. Brush and clean all vents and grills. \$_____

STAIRWELLS

1. Wipe clean all stairwell doors and door jams. \$_____
2. Dust and clean all baseboards. \$_____
3. Dust and clean the inside and outside of all light fixtures and covers. \$_____
4. Dust and clean all emergency fire equipment and plumbing. \$_____
5. Dust metal screen in stairwell and clean HVAC vents. \$_____

BREAK AREAS/COFFEE STATIONS

1. Clean and treat wood surfaces. \$_____
2. Brush and clean all vents and grills. \$_____
3. Edge vacuum all wall bottoms and corners. \$_____
4. Clean floors and wall behind the refrigerator. \$_____

COVINA POLICE DEPARTMENT MONTHLY TOTAL \$_____

QUARTERLY

- *1. Polish all tile floors . \$_____

ANNUAL

- *1. Shampoo carpets (first shampoo should occur in Summer 2022) \$_____

D-1: COVINA POLICE DEPARTMENT ANNUAL TOTAL \$_____

*Contractor must obtain prior schedule approval.

Please note all quarterly and annual services are to be billed only after service is provided.

E. BID SCHEDULE E - COUGAR PARK COMMUNITY BUILDING – Monday through Saturday before 6:45 A.M. or after 10:00 P.M.

<u>DAILY</u>	<u>MONTHLY CHARGES WITH PRODUCT</u>
MAIN ROOM, HALLWAY AND KITCHEN AREAS	
1. Empty all trash receptacles, disinfect, and reline.	\$ _____
2. Dry mop vinyl floor and dance floor in main room**	\$ _____
3. Wet mop all concrete and tile floor areas, excluding vinyl floor, dance floor.	\$ _____
4. Vacuum all door mats.	\$ _____
5. Clean counters with disinfect spray.	\$ _____
6. Clean all interior and exterior doors, including glass areas.	\$ _____
7. Concrete floors, sweep including outside patio area.	\$ _____
8. Clean walls as needed.	\$ _____
RESTROOMS	
1. Replenish paper supplies and soap dispensers.	\$ _____
2. Wet mop restroom floors with bleach disinfectant.	\$ _____
3. Clean and sanitize sinks, using bleach cleanser.	\$ _____
4. Clean and sanitize inside and outside of toilet bowls.	\$ _____
5. Clean and sanitize inside and outside of urinals.	\$ _____
6. Clean mirrors.	\$ _____
7. Check urinal screens and cakes and replace as needed.	\$ _____
8. Clean wall and exhaust fan both restrooms, hallway and main room.	\$ _____
<u>WEEKLY</u>	
1. Wash interior and exterior windows.	\$ _____
2. Dust entire facility including light fixtures, television, and cubbies.	\$ _____
COUGAR PARK COMMUNITY BUILDING	\$ _____
MONTHLY TOTAL	
E-1: COUGAR PARK COMMUNITY BUILDING	\$ _____
ANNUAL TOTAL	

**Some type of cleaning product needs to be used to remove dirt. Use of heavy fluids on these floors will be a problem.

F. BID SCHEDULE F - PARKS & RECREATION DEPARTMENT ADMINISTRATIVE OFFICE- Monday, Wednesday and Friday before 8:00 A.M. – 2,500 square feet

<u>DAILY</u>	<u>MONTHLY CHARGES WITH PRODUCT</u>
1. Empty all trash receptacles, disinfect, and reline.	\$ _____
2. Sweep all uncarpeted areas, including front entry, restrooms, and kitchen.	\$ _____
3. Vacuum all carpeted areas, including entry rugs.	\$ _____
4. Spot clean carpet.	\$ _____
5. Clean front counters with disinfectant spray.	\$ _____
6. Clean front entry doors, including glass area, handles and frames.	\$ _____
RESTROOMS	
1. Clean and sanitize sinks with germicidal cleaning spray.	\$ _____
2. Clean and sanitize inside and outside of toilet bowls with bleach based disinfectant cleanser.	\$ _____
3. Clean mirrors and stainless steel.	\$ _____
KITCHEN	
1. Clean counters with germicidal cleaning spray.	\$ _____
2. Clean sink with stainless steel cleanser.	
<u>WEEKLY</u>	
1. Wet mop restrooms with bleach-based cleanser.	\$ _____
2. Wet mop laminate flooring in entry and eating area, with appropriate cleanser.	\$ _____
3. Wet mop tile flooring in kitchen with appropriate cleaner.	\$ _____
PARKS & RECREATION DEPARTMENT ADMINISTRATIVE OFFICE MONTHLY TOTAL	\$ _____
<u>QUARTERLY</u>	
1. Clean both sides of all interior and exterior windows.	\$ _____
F-1: PARKS & RECREATION DEPARTMENT ADMINISTRATIVE OFFICE ANNUAL TOTAL	\$ _____

Please note all quarterly and annual services are to be billed only after service is provided.

**G. BID SCHEDULE G – COVINA PARK RECREATION HALL, Monday through Saturday
after 10:00 P.M. or before 8:00 A.M. – 2,500 square feet**

<u>DAILY</u>	<u>MONTHLY CHARGES WITH PRODUCT</u>
1. Empty all trash receptacles, disinfect, and reline.	\$ _____
2. Dust mop wood floor in main room.	\$ _____
3. Spot clean wood floor for spills or sticky areas using Bona (brand) (or similar) hardwood floor cleaner.	\$ _____
4. Vacuum entry rugs.	\$ _____
5. Sweep tile floor in entry area and restrooms.	\$ _____
RESTROOMS	
1. Clean and sanitize sinks with germicidal cleanser.	\$ _____
2. Clean and sanitize inside and outside of toilet bowls with bleach based disinfectant cleanser.	\$ _____
3. Clean mirrors and stainless fixtures.	\$ _____
KITCHEN	
1. Clean counters and sink with germicidal cleaning spray.	\$ _____
<u>WEEKLY</u>	
1. Wet mop restrooms with bleach based cleaner.	\$ _____
2. Wet mop tile flooring in entry and kitchen.	\$ _____
3. Clean hardwood floor with hardwood floor cloth over mop, mist cloth with Bona (brand) (or similar) hardwood floor cleaner. (Do not get Bona solution on baseboards).	\$ _____
4. Clean mirrors in entry and main room.	\$ _____
COVINA PARK RECREATION HALL MONTHLY TOTAL \$ _____	
<u>QUARTERLY</u>	
1. Clean both sides of all exterior windows.	\$ _____
G-1: COVINA PARK RECREATION HALL ANNUAL TOTAL \$ _____	

Please note all quarterly and annual services are to be billed only after service is provided.

H. BID SCHEDULE H – COVINA PARK AQUATICS CENTER (SEASONAL), June 1 - September 15, Monday through Thursday and Saturday after 10:00 P.M. or before 2:00 A.M.

<u>DAILY</u>	<u>MONTHLY CHARGES WITH PRODUCT</u>
1. Empty all trash receptacles, disinfect, and reline.	\$ _____
2. Sweep floor in entry area and office areas.	\$ _____
3. Clean counter tops in entry and office areas.	\$ _____
RESTROOMS AND LOCKER ROOMS	
1. Restock toilet paper and soap dispensers.	\$ _____
2. Empty sanitary napkin receptacles in women's restrooms.	\$ _____
3. Clean and sanitize sinks with germicidal cleanser.	\$ _____
4. Clean and sanitize inside and outside of toilet bowls with bleach based disinfectant cleanser.	\$ _____
5. Clean mirrors and stainless fixtures.	\$ _____
6. Clean showers with bleach-based cleanser.	\$ _____
7. Clean/hose down all floors with bleach based cleanser.	\$ _____
COVINA PARKS AQUATICS CENTER (SEASONAL)	\$ _____
MONTHLY TOTAL	

PRIOR TO SEASON OPENING (ANNUAL)

- | | |
|--|----------|
| 1. Clean both sides of all exterior windows. | \$ _____ |
|--|----------|

**H-1: COVINA PARKS AQUATIC CENTER
(SEASONAL)**

\$ _____

ANNUAL TOTAL

Please note all quarterly and annual services are to be billed only after service is provided.

I. BID SCHEDULE I – COVINA TEEN CENTER, Monday through Friday after 10:00 P.M. or before 6:00 A.M. – 1,600 square feet

<u>DAILY</u>	<u>MONTHLY CHARGES WITH PRODUCT</u>
1. Empty all trash receptacles, disinfect, and reline.	\$ _____
2. Sweep and mop main room, restroom hallway, and computer room.	\$ _____
3. Clean door glass panels inside and outside.	\$ _____
4. Clean and polish drinking fountain.	\$ _____
5. Remove cobwebs off light fixtures and A/C vents.	\$ _____

6. Wipe down tables and furniture \$ _____

RESTROOMS

1. Clean and disinfect sinks, urinals, and toilets. \$ _____

2. Mop and disinfect tile floors and walls. \$ _____

3. Replenish paper supplies and soap dispensers. \$ _____

COVINA TEEN CENTER MONTHLY TOTAL \$ _____

QUARTERLY

1. Polish floors in main room, restroom hallway,
computer room. \$ _____

2. Deep scrub restroom tile floors and walls. \$ _____

I-1: COVINA TEEN CENTER ANNUAL TOTAL \$ _____

Please note all quarterly and annual services are to be billed only after service is provided.

2.2 TOTAL COSTS FOR BID SCHEDULES A THROUGH I

A-1: City Hall Complex Annual Total \$ _____

B-1: City Yard Annual Total \$ _____

C-1: Covina Public Library Annual Total \$ _____

D-1: Covina Police Department Annual Total \$ _____

E-1: Cougar Park Community Building (Seasonal) Annual
Total \$ _____

F-1: Parks & Recreation Department Administrative
Office Annual Total \$ _____

G-1: Covina Park Recreation Hall Annual Total \$ _____

H-1: Covina Park Aquatics Center (Seasonal) Annual Total \$ _____

I-1: Covina Teen Center Annual Total \$ _____

GRAND TOTAL ANNUAL COST \$ _____

Please note: The quantities (square footage of buildings) contained in the bid documents are approximate only and are for the sole purpose of comparing bids. The City will only pay for services provided.

BIDDER: _____

SIGNATURE: _____ TITLE: _____ DATE: _____

3. Information Required of Bidder

Fill out all of the following information. Attach additional sheets if necessary.

- (1) Bidder's Name: _____
- (2) If the Bidder's name is a fictitious name, who or what is the full name of the registered owner? If the Bidder's name is not a fictitious name, write "N/A" in the response to this question. If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement.

- (3) Business Address: _____
- (4) Telephone: _____ Facsimile: _____
- (5) Type of firm - Individual, Partnership, LLC or Corporation: _____
- (6) Corporation organized under the laws of the State of: _____
- (7) California State Contractor's License Number and Class: _____
Original Date Issued: _____ Expiration Date: _____
- (8) DIR Contractor Registration Number: _____
- (9) List the name and title of the person(s) who inspected the Project site for your firm:

- (10) List the name and title of the person(s) who attended the non- mandatory pre-bid meeting for your firm, including the non-mandatory site visit, (if any): _____
- (11) Number of years of experience the company has as a contractor in janitorial services work:
- (12) List the names, titles, addresses, and telephone numbers of all individuals, firm members, partners, joint ventures, and company or corporate officers having a principal interest in this Bid:

- (13) List all current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this Bid:

- (14) List the dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this Bid:

- (15) For all arbitrations, lawsuits, settlements and the like (in or out of court) that the company or any principal having an interest in this Bid has been involved with in the past five (5) years:

- a. List the names, addresses and telephone numbers of contact persons for the parties:

- b. Briefly summarize the parties' claims and defenses:

- c. State the tribunal (e.g., Superior Court, American Arbitration Association, etc.), the matter number, and the outcome:

- (16) Has the company or any principal having an interest in this Bid ever had a contract terminated by the owner or agency? If yes, explain.

- (17) Has the company or any principal having an interest in this Bid ever failed to complete a project? If yes, explain.

- (18) Has the company or any principal having an interest in this Bid ever been terminated for cause, even if it was converted to a “termination of convenience”? If yes, explain.

- (19) For projects that the company or any principal having an interest in this Bid has been involved with in the last five (5) years, did you have any claims or actions:

- a. By you against the owner? Circle one: Yes No
- b. By the owner against you? Circle one: Yes No
- c. By any outside agency or individual for labor compliance? Circle one: Yes No
- d. By Subcontractors? Circle one: Yes No
- e. Are any of these claims or actions unresolved or outstanding?

Circle one: Yes No

If your answer is “yes” to any part or parts of this question, explain.

Upon request of the City, the Bidder shall furnish evidence showing a notarized financial statement, financial data, experience, or other additional information.

Failure to provide truthful answers to the questions above or in the following References Form may result in the Bid being deemed non-responsive.

The Bidder certifies under penalty of perjury under the laws of the State of California that the information provided above is true and correct.

Notary Public

Company

Subscribed and sworn to me _____

Signature: _____

Title: _____

Signature: _____

Date: _____

This _____ day of _____, 20____

Title: _____

Signature: _____

Signature: _____

Title: _____

(SEAL)

Date: _____

4. References

REFERENCES FORM

For agencies that you are currently working with or have worked with in the past five (5) years, provide the following information:

Project 1 Name/ Number _____

Project Description _____

Approximate Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$ _____ Final Contract Amount: \$ _____

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor file any claims against the Agency?

Circle one: Yes No

Did the Agency file any claims against you?

Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 2 Name/ Number _____

Project Description _____

Approximate Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$_____ Final Contract Amount: \$_____

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor file any claims against the Agency?

Circle one: Yes No

Did the Agency file any claims against you?

Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 3 Name/ Number _____

Project Description _____

Approximate Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$ _____ Final Contract Amount: \$ _____

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor file any claims against the Agency?

Circle one: Yes No

Did the Agency file any claims against you?

Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

5. Resume of General Manager/Operations Manager

RESUME

Attach to this Bid the experience resume of the person who will be designated as the Contract Representative for the City.

6. Special Conditions

A. CITY PERSONNEL

A-1 CITY REPRESENTATIVE

The City shall designate an employee of the City as the City Representative who shall act on behalf of the City with respect to all aspects of this Contract. The City shall designate the City Representative in writing within ten (10) calendar days after the execution of this Contract and shall promptly notify the Contractor in writing if the City Representative has changed.

The administration of this Contract is vested wholly in the City Representative. The City Representative shall have day-to-day authority to require the Contractor to comply with all provisions of this Contract.

The City Representative does not have the authority to adjust the compensation, to amend the contract, to waive any provision of the contract, to approve invoices in excess of the contract amount, or to increase the contract not-to-exceed amount.

The Contractor shall provide the City Representative free and easy access to inspect and measure the manner and progress of the Services at all times and to inspect the types and quantities of tools, equipment, chemicals, supplies and all other materials used in the performance of the Services. It is agreed that such inspection and measurement is not for the purpose of controlling or directing the Services or personnel of the Contractor, but to assure that all Services meet the requirements of the Contract.

The City Representative shall decide any and all questions which may arise as to conformance of and acceptability of tools, equipment, chemicals, supplies, and all other materials and methods and procedures used in the performance of the Services with regard to the requirements included herein. The City Representative shall decide all questions which may arise as to the interpretation of the Contract Documents relative to the Services and the fulfillment of the Contract on the part of the Contractor.

The City Representative will determine the amount and quality of the several kinds of Services performed and materials furnished which are to be paid for under this Contract.

The City Representative shall have the authority to require the Contractor to make temporary changes in the assignment of routine services, tasks and task frequencies if such changes do not affect the unit prices contained in the BID SCHEDULE. Such temporary changes shall not affect the amount of payment to the Contractor.

The City Representative reserves the right to demand full conformance with the terms and conditions of this contract by the Contractor and the Contractor's personnel. The Contractor agrees to respond to any complaints or concerns by the City Representative pertaining to its personnel's performance under this contract and to take appropriate action to remedy any such complaints or concerns regarding the Contractor's personnel in a timely manner. The City Representative shall have the authority to take appropriate corrective action up to and including removal of the Contractor's personnel from a work area in the event that the Contract representative is not available to take the appropriate action himself until such time as the Contractor is available to, and does remedy the concern or complaint regarding the Contractor's personnel.

One or more personnel of the City may be designated by the City Representative to monitor and inspect the performance and progress of the Services provided under this Contract.

The City Representative shall, in no instance, have the authority to act as foreman or supervisor for the Contractor and shall not interfere with the Contractor in the supervision or direction of the personnel of the Contractor, unless the Contractor or his designee is not available, then the City Representative shall have the authority to take appropriate action as outlined in section D-1.

Any advice provided to the Contractor by the City Representative shall in no way be construed as binding upon the City or release the Contractor from fulfilling the provisions of the Contract.

A-2 CITY RESPONSIBILITIES

The City will have the following responsibilities:

1. Provide guidelines for janitorial services for associated properties and facilities.
2. The City shall actively work with Contractor to jointly develop all necessary emergency operations and critical incident management protocols for use by Contractor personnel and shall support the Contractor in the development of all necessary protocols and procedures for effectively providing comprehensive janitorial services.
3. The City or its designee will conduct regular periodic review to ensure Contractor's adherence to contract specifications and continued ability to responsibly perform contract services.
4. The City will prepare a Contract Discrepancy Report to identify specific failures of the Contractor to meet contract requirements.
5. The City will provide the Contractor key fobs for entry to the associated properties and facilities to a list of individuals that will be provided by the Contractor to the City for the personnel of the Contractor completing the work.
6. The City will provide the Contractor access to equipment/supplies storage rooms at the specified locations in order to store equipment/supplies needed to complete the work outlined.

B. CONTRACT PERSONNEL

B-1 CONTRACT REPRESENTATIVE

The Contractor shall provide a Contract Representative, acceptable to the City Representative. The Contract Representative shall have full authority to act for the Contractor at all times and to carry out the provisions of this Contract.

The Contract Representative shall ensure that sufficient inspections are conducted to guarantee the Services are performed according to the specified standards. In addition to these inspections, the Contract Representative shall perform and submit written inspection reports of designated Assignment Areas on a monthly basis to the City to ensure service levels are being met.

The Contract Representative shall be on-call at all times for emergencies and must be able to respond immediately and/or call immediately. The Contract Representative must be able to report within one (1) hour to any of the locations covered by this Contract. The Contract Representative shall make himself or herself available to the City Representative to discuss performance of the Services or other provisions of this contract at any time.

The Contract Representative shall be adequately trained in compliance of all applicable OSHA and other Federal, State, and local laws and regulations regarding materials that may be encountered in the performance of the Services.

The Contractor shall provide adequate secretarial, clerical, and record keeping support both on-site and off-site to eliminate the need for the Contract Representative to personally prepare payroll, daily, weekly, and monthly statements and invoices, and/or to personally inform other clerical and record keeping activities.

B-2 PROJECT PERSONNEL

The Contractor shall provide an adequate number of trained, qualified personnel capable of performing the services in accordance with the Contract Documents. As a minimum, the Contractor shall provide an appropriate number of trained and qualified personnel. The City Representative may demand full conformance with the terms and conditions of this contract by the Contractor and the Contractor's personnel. The Contractor agrees to respond to any complaints or concerns by the City Representative pertaining to its personnel's performance under this contract and to take appropriate action to remedy any such complaints or concerns regarding the Contractor's personnel in a timely manner.

Personnel assigned to specific areas shall be used exclusively in that area and will not perform other or additional duties specified herein during that shift, unless approved or requested by the City Representative.

It is understood and agreed by the City and the Contractor that the Contractor is retained as an independent Contractor and in no event shall any employee hired by the Contractor be or be considered an employee of the City. Personnel performing the services on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's personnel. Contractor shall not, at any time, or in any manner, represent that it or any of its officers, agents or personnel are in any manner personnel of City.

In no event shall any personnel hired by the Contractor engage or involve City personnel in disputes or complaints between the Contractor and his personnel.

In the event that the Contractor needs to hire subcontracted personnel to perform any task outlined in the Bid Schedule, the Contractor will provide the City a listing of the personnel for review and approval prior to beginning the work.

B-4 RELIEF FOR ABSENTEEISM AND VACATION

The Contractor shall provide relief personnel as necessary and work overtime as necessary at no cost to the City to ensure that the routine services are performed as required.

If the Contract Representative is absent or late, the Contractor shall provide for each vacant position a competent replacement that has the authority to carry out the terms and provisions of the Contract.

B-5 ORGANIZATION CHART

The Contractor shall prepare and maintain on file at the site of the work an updated organization chart showing assigned work areas of each employee performing services under this contract. The Contractor shall provide the City Representative with an up-to-date copy of the organizational chart upon request or whenever a change is made.

B-6 TRAINING

The Contractor shall provide each employee with adequate training to competently perform the services. The Contractor shall maintain a training record for each employee. The training record shall show, as a minimum, the employee's name, date of employment, the type and date of each training class attended, and the class instructor. The Contractor shall present such records for inspection upon request by the City Representative. The City Representative may from time to time, monitor the conduct of such training classes.

As a minimum, the Contractor shall provide each employee performing services with the following training classes within the first two weeks of employment:

- Introduction to Assignment
- Tools and Equipment
- Dusting and Spot Cleaning
- Rest Room Cleaning, Disinfection
- Carpet Care
- Hard Surface Floor Care
- Task and Frequencies
- Common Mistakes
- Quality Assurance
- Safety while Cleaning- Infectious material handling/clean-up (e.g. blood-borne pathogens)

Upon request by the City Representative, the Contractor shall prepare and provide to the City Representative, a written schedule of training classes to be conducted the forthcoming week. The schedule shall define the class, times, locations, contents, instructors, and attendees for each class.

The Contractor shall provide an electronic viewing mechanism capable of being operated by remote control for the purpose of viewing electronic training demonstrations.

The time each employee spends attending a training class shall not be applied to any minimum number of hours required for the performance of services.

B-7 WORKFORCE STABILITY

The Contractor shall include a description of developed employee retention and motivation program. The Contractor shall explain in detail the policies and procedures in place for employee discipline, employee development, and employee retention. Also, to be included is a description of the workforce (years of experience, training, date of last review, job rating, and proficiency). The City requires that the Contractor be able to show workforce continuity and stability, as well as job familiarity among its present personnel.

B-8 MAINTENANCE OF UNIFORMS AND EQUIPMENT

The Contractor is responsible for assuring that all janitorial personnel maintain a clean and neat appearance in accordance with the Contractor standards, up to and including responsibility for maintenance and replacement of uniforms as necessary. Likewise, it is expected that all equipment, particularly vehicles used by the Contractor shall be kept clean, well-maintained, and in safe operating conditions at all times, free from defects or wear which may in any manner constitute a hazard to any person or persons on City property.

B-9 PERFORMANCE REQUIREMENTS AND VERIFICATION

Contractor Responsibility

Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance and integrity as required and set forth in the contract with the City. Contractor shall likewise be responsible for disciplining contract personnel as necessary to ensure such performance.

Quality Control Measures

The implementation of proper quality control measure is essential in order for the Contractor to meet the City's service levels. Proper quality control measures include but are not limited to: photographic evidence of areas cleaned, daily/weekly/monthly/quarterly checklists of the Bid Schedule items to be submitted to the City for inspection, and electronic correspondence from the Contractor to the City to record daily/weekly/monthly/quarterly tasks are completed.

Monthly Progress Reports

A monthly progress report will be provided by the Contractor detailing service provided to the City at the end of each billing period. The report will be categorized and reporting done by services and by site/location.

Alcohol and Drug Policy

Contractor must present City with a comprehensive Alcohol and Drug Testing Policy. Proof of a negative drug screen within the last 30 days is required for all personnel.

City Verifications and Inspections

It shall be the responsibility and prerogative of the City to inspect, investigate, conduct inquiries into, supervise, and otherwise direct the activities of any and all personnel providing service under this contract. Such activities will be conducted on a regular, periodic basis, either announced or unannounced by the City Representative or his/her designee. The Contractor shall only participate in activities approved by the City Representative. If Contractor is given direction to participate in activities by any other person besides the City Representative, this request needs to be reported to the City Representative immediately.

B-10 ADDITIONAL CONTRACTOR REQUIREMENTS/INFORMATION

The Contractor must also be able to meet the requirements listed below prior to commencing service:

1. Licensed to do business in the State of California.
2. Licensed to do business in the City of Covina.

B-11 LABOR ACTIVITY

The Contractor shall be responsible for its own labor relations with any trade or union representative among its personnel and shall negotiate and be responsible for adjusting all of the disputes between itself and its personnel or any union representing such personnel. Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Services, the Contractor shall immediately give written notice thereof to the City. No union meetings are permitted on City property.

If any strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the Contractor which results in the curtailment or discontinuation of services provided hereunder, the City shall have the right, during said period, to employ any means legally permissible to have the services provided.

In the event of a work stoppage by personnel of the City or any of the City's other contractors affecting the site, the Contractor shall furnish the services required to keep the site in a condition acceptable to the City. In the event of danger to the personnel of the Contractor, such services shall be performed by the Contractor's management and supervisory personnel in cooperation with the City's personnel.

C. COMPENSATION

C-1 CHANGE IN MINIMUM NUMBER OF WEEKLY SERVICE HOURS

The City Representative shall have the right to increase or decrease the required minimum number of weekly service hours by providing written notification to the Contractor and by increasing or decreasing BID SCHEDULE ITEM NUMBERS A-1, B-1, C-1, D-1, E-1, F-1, G-1, H-1 and/or I-1 (Optional).

C-2 COMPENSATION FOR ROUTINE MAINTENANCE WORK AND PROJECTS

Payment will be made to the Contractor for janitorial maintenance services as defined herein after approval of each four-week invoice, based upon satisfactory completion of each week's Services. The price for routine services shall not exceed the maximum amount shown on all bid SCHEDULES for these Services, unless changes in the Services provided are made and approved in advance by the City. Payment for routine services will be made in conformance with the FORMULA FOR COMPUTING WEEKLY SERVICE CHARGE BY CONTRACTOR shown in the BID FORM. The City reserves the right to make increases and decreases in the routine services as it sees fit.

C-3 COMPENSATION ESCALATION FOR ADDITIONAL CONTRACT TERMS

In the event the City elects to exercise any of its options to extend this Contract beyond its initial three-year term, the rates in all Bid Schedules may be adjusted. At the conclusion of the first contract year and prior to the commencement of the second contract year, third contract year, and any subsequent contract extension period(s), the Contractor may request unit price increases. Under no circumstances shall the City accept price increases that exceed the rate of change in the Los Angeles-Orange-Riverside Consumer Price Index for the most recently available 12-month period. There shall be no other increase made to the contract amount for additional expenses incurred by the contractor in the event of wage or salary increases for any reason other than the aforementioned CPI increase. The unit price increase request is due two months before the end of a contract period. Upon the City's approval, any increases will be effective at the beginning of the next contract period.

C-4 NON-PERFORMANCE OF SERVICES

Routine maintenance services shall be considered not to have been performed when, in the judgment of City Representative, any one of more of the following conditions exists:

The routine maintenance services in an area were not performed in strict accordance with the Performance Standards, or were not performed at the specified frequency, or were not performed during the specified shift.

The specified equipment, tools, or environmentally friendly chemicals were not available, were not used, were not used correctly, or were not in good operating condition.

The routine maintenance services were not performed within the scheduled day and work shift.

The employee performing the routine maintenance services does not report property damage or operational issues, such as toilet in a restroom not working.

The employee performing the routine maintenance services has not received the specified training.

The employee performing the routine maintenance services was not uniformed in accordance with the requirements of the Special Conditions.

Services will be considered not to have been performed when, in the City Representative, any of the following conditions exist:

Services were not performed in accordance with Project Performance Standards. The Project was not performed within the time period specified in the Project Work Order.

Requested services by written work were not completed in its entirety.

C-5 NON-PERFORMANCE OF SERVICES/LIQUIDATED DAMAGES FOR CITY BUILDINGS

In the event of non-performance of routine maintenance services by the Contractor, the City representative shall have the right to exercise one of the following options in its sole discretion:

The Contractor shall correct such item of non-performance within 24 hours upon notification by the City, and the City shall make no deductions for such item of non-performance.

The City shall correct the item of non-performance by using another Contractor, or by any means it deems necessary and reasonable. Direct cost incurred by the City for the correction of the time of the personnel of the City involved in such correction shall be deducted from payments made to the Contractor.

The City shall allow the non-performance to remain uncorrected and shall make a deduction from payments to the Contractor in accordance with the following paragraphs in this section.

Repeated instances of non-performance by the Contractor may result in a verbal warning from the City. After two verbal warnings, written warning will be given. In the event of non-performance continues, additional written warnings will be issued. If the Contractor receives three written warnings within a three-month period, the City will assess \$2,000 in liquidated damages. * Each subsequent written warning will carry a cost for liquidated damages* in the amount of \$3,000 per offense. The dollar amount assessed for liquidated damages* will be subtracted from the amount due on the invoice immediately following written notification of non-performance. Warnings will be assessed over the entire contract regardless of location on an annual basis. Continued incidences of non-performance may result in the contract being cancelled by the City. Examples of non-performance of routine maintenance services include, but are not limited to:

- Not cleaning a toilet and/or urinal, shower, restrooms, break room and/or water fountain
- Not replenishing dispensers
- Not emptying trash containers

- Not changing trash can liners
- Not emptying recycling bins
- Not mopping floors
- Not vacuuming carpets
- Not cleaning surfaces (e.g. counter tops, floors, carpets, sinks, ceilings, partitions, doors, fixtures, stair wells, ledges, vents, entrance door windows, hand railings and floor drains)
- The Contractor's personnel not wearing uniforms with identification while providing cleaning services on City property
- Not reporting to work
- Leaving the premises before allotted work schedule ends
- Leaving the premises after allotted work schedule ends because work still needs to be completed hindering public business hours.
- Not locking doors
- Not setting alarms upon exiting the building when closed for business.
- Loss of building key, or entry card, or any other entry device

Such incidents of non-performance will be considered unresponsive and unacceptable.

*Execution of the Contract shall constitute agreement by the City and the Contractor that this represents the minimum value of the costs and actual damage caused by the failure of the Contractor to meet performance requirements. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due by the Contractor if such non-performance occurs.

D. INVOICES

D-1 PROJECT WORK ORDER

A Project Work Order may be issued by the City Representative directing the Contractor to perform Services in accordance with BID SCHEDULE A-1, B-1, C-1, D-1, E-1, F-1, G-1, H-1 and/or I-1. The City Representative shall have the unilateral right to delay, modify, or cancel such Project Work Orders.

D-2 STATEMENTS AND INVOICES

The Contractor shall submit invoices in duplicate, once monthly, or as services are completed.

Properly documented and substantiated invoices shall be payable *net* thirty (30). Those invoices not acceptable to the City Representative shall be returned to the Contractor for correction and subsequent resubmittal for payment.

Invoices shall include weekly statements for the Work performed.

WEEK ENDING:							
Employee/Area Assignment/Shift	Sun	Mon	Tues	Wed	Thurs	Fri	Sat

The Contractor shall submit, with the invoices, certified time records for verification of the weekly statements.

E. GENERAL CONDITIONS

E-1 FACILITY LIST

The Contractor shall provide services, in accordance with specifications, to the following City facilities:

FACILITY NAME	ADDRESS
CITY HALL COMPLEX	125 E. COLLEGE STREET
CITY YARD	534 N. BARRANCA AVENUE
COVINA PUBLIC LIBRARY	234 SECOND AVENUE
COVINA POLICE DEPARTMENT	444 N. CITRUS AVENUE
COUGAR PARK COMMUNITY BUILDING (SEASONAL)	150 W. PUENTE STREET
PARKS & RECREATION DEPARTMENT ADMINISTRATIVE OFFICE	1250 N. HOLLENBECK AVENUE
COVINA PARK RECREATION HALL	340 VALENCIA PLACE
COVINA PARK AQUATICS CENTER (SEASONAL)	401 FOURTH AVENUE
COVINA TEEN CENTER	301 N. FOURTH AVENUE

E-2 AREA ASSIGNMENTS

The Contractor shall assign its personnel to areas of work for performance of routine maintenance service in accordance with the Area Assignments as defined in the Specifications section of this Contract.

The Contractor shall ensure that each employee is in their assigned area or station, properly equipped, uniformed and ready to begin work at the beginning of the work shift and will remain in their work area during the entire work shift except for the break periods described below.

All personnel of the Contractor performing the Services shall be paid by the Contractor and take, for each four hours worked, a break of fifteen minutes from the time of discontinuing performance of the services until the time of resuming performance of the services. Such break times will take place at times scheduled by the Contractor and approved by the City Representative.

E-3 CHANGES TO CONTRACT DOCUMENTS

Any changes, additions, deletions, or modifications of any type to the Agreement or General Conditions shall be made only by written Amendment and signed by the Contractor and the City.

The City may from time to time, without invalidating the Contract, modify the Contract by adding, deleting, or changing any one or all of the areas to the Contract herein. All such changes shall be ordered by means of a Written Change Order. Any changes in the Compensation to the Contractor resulting from such Change Orders shall be agreed upon by the City and the Contractor.

E-4 CONTRACTOR'S ACCESS

Access routes, entrance gates, or doors, parking and storage areas, etc. and any imposed time limitations on the Contractor shall be designated by the City Representative. The Contractor shall conduct its operations in strict observation of the access routes and other areas established as described above. The Contractor shall ensure that under no circumstances shall any of the personnel of the Contractor enter or move upon any area not authorized by the City Representative for access by the Contractor.

The City shall give the Contractor's personnel reasonable access to the areas where the Services are to be performed to the extent necessary or appropriate for the performance of said Services hereunder subject, however, to the City's safety rules and regulations. The City shall arrange for access to buildings, including the provision of keys or key fobs as required by the Contractor to perform Services in accordance with Section A-2.

E-5 DISCLOSURE OF INFORMATION

The Contractor agrees that it will not during or after the term of this Contract disclose any proprietary information or confidential business information of the City, including, but not limited to its costs, charges, operating procedures and methods of doing business to any person, firm, corporation, association or other entity or to the general public for any reason or purpose whatsoever without the prior written consent of the City. Such confidential or proprietary information received by the Contractor shall be used by it exclusively in connection with the performance of the Services.

The Contractor shall not issue or release for publication any articles or advertising or publicity matter relating to the Services performed by the Contractor hereunder or mentioning or implying the name of the City, its subsidiaries or affiliated companies or their respective personnel, without the prior written consent of the City.

E-6 KEY CONTROL

The Contractor shall adequately secure the keys, key fobs, other entry devices and codes provided by the City. The Contractor shall maintain a record of the key numbers issued to its personnel.

The Contractor shall immediately report any such item which becomes lost, missing or stolen to the City Representative. Should the Contractor lose or have gotten stolen any keys, key fobs, other entry devices or entry codes issued to the Contractor by the City, the cost of changing locks, keys, key fobs, other devices or entry codes to buildings, rooms or areas accessible by the lost or stolen keys will be deducted from the Contractor's invoice to the City for the Work performed under this Contract.

E-7 PERFORMANCE OF THE SERVICES

The Contractor shall be responsible for the complete and timely performance of all the Services under this Contract and for all manner and type of tools, equipment, supplies, and materials of every description required to successfully perform all Services under this Contract.

E-8 CONTRACT DOCUMENTS

Specifications showing general outlines and details necessary for a comprehensive understanding of the Services form a part of the Contract Documents. All Services under the Contract shall be performed in all respects in strict compliance with the requirements of these Specifications.

The Specifications and all other provisions of the Contract Documents are essential parts of the Contract, and a requirement occurring in one is binding as though occurring in all.

The Contractor will be supplied with two (2) copies of the Contract Documents.

E-9 SECURITY AND IDENTIFICATION

The Contractor shall take all measures necessary to comply and to ensure the personnel of the Contractor comply with the rules and regulations of the City and all applicable Federal, State and local rules, laws, and regulations.

The Contractor shall ensure that personnel serving hereunder, shall not use controlled substances not prescribed for them, nor illegal substances on the City's premises or during work hours, or in any manner when to do so would in any way affect the performance of the Services, and shall not use alcohol on the City's premises nor preceding their work shift when to do so would in any way affect the performance of the Services.

Because the Contractor's personnel may have access to personnel offices, sensitive areas, and secured facilities while performing the Services under this Contract, the Contractor shall provide written certification that each employee has no records of criminal convictions other than minor traffic violations. The Contractor, upon request by the City Representative, shall provide written certification of the items contained in the above paragraphs, as well as, any other information developed in the course of the Contractor's investigation of each employee.

Additionally, the Contractor shall attest in writing that a background check to the extent allowed by law has been conducted on each employee within four (4) weeks of initial employment. Information revealed may result in the employee in question being removed from the Contract.

The City shall have the right to request any additional investigative background information including, but not limited to, the employment record of any personnel assigned to perform the Services. The Contractor shall furnish in writing such information to the extent allowed by law within 30 calendar days after receipt of written request from the City Representative. The City reserves the right to conduct its own investigation of any employee of the Contractor.

The Contractor is responsible to ensure that all of its personnel performing hereunder are competent, orderly, and professional at all times. If any employee of the Contractor, in the opinion of the City, is not performing the Services in a proper manner, or is incompetent, disorderly, abusive, dangerous, or disruptive or does not comply with rules and regulations of the City, the City shall bring such complaints or concerns to the attention of the Contractor and the Contractor agrees to remedy any such complaint or concern in a timely manner. Until such time as the Contractor takes action to remedy any complaint or concern regarding its personnel, the City Representative reserves the right to have such employee removed from its premises and access restricted. Such removal shall in no way be interpreted to require dismissal or other disciplinary action of the personnel by the Contractor. The Contractor shall at all times remain responsible for the control of, and disciplinary action against its own personnel. Additionally, the Contractor shall keep time records for each of its personnel of hours actually worked.

The Contractor shall ensure that lost, or apparently lost articles, that are found by the Contractor's personnel be turned in immediately to the City Representative or to the City Representative's designated representative.

Upon termination or transfer of any employee of the Contractor, the Contractor shall immediately notify the City Representative in writing of such termination or transfer, and shall immediately obtain and void all identification badges, keys, key fobs, or other items that would allow the terminated or transferred employee to gain access to any of City of Covina facility or property.

The Contractor shall prevent any of its personnel from opening, tampering with, using or moving any item of equipment, telephones, storage containers, desks, etc. or entering into any areas unless required in the performance of the Services.

The Contractor shall establish, implement, and maintain procedures and controls to ensure each employee of the Contractor complies with all applicable provisions of the Contract and all site rules and practices of the City.

Failure to comply with items in this section may result in a warning for non-performance.

E-10 SOLICITING

The Contractor shall not provide and shall not solicit any Services in the facilities or on the properties of the City other than that which is defined in this Contract. The Contractor shall establish, implement, and

maintain procedures and controls adequate to prevent its personnel from providing any services other than that which is defined in this contract or soliciting or accepting any gratuities in the facilities of the City.

7. Bid Package Submittal Deadline and Format

Bid packages are to be submitted to the City on or before **4:00PM on Tuesday, May 10, 2022**. No oral, faxed, emailed, or telephonic bid proposals or alternatives will be considered. A bid may be withdrawn without prejudice upon written request by the bid proposer filed with the City Clerk before the bid proposal submission deadline. Bids must remain valid and shall not be subject to withdrawal for 90 calendar days after the deadline for submission of bids.

Bids received after the state deadline will not be accepted. The time of delivery shall be definitively determined by the time-stamping clock located in the City of Covina City Clerk's Office, 125 E. College Street, Covina, CA 91723. It is the bid proposer's sole responsibility to see that its bid is received in proper time, and bidders assume all risks arising out of the means of delivery. Any bid received after the deadline will be returned to the bid proposer unopened. All accepted bids shall become property of the City.

Bid packages are to be submitted to:

**Michael Flores Jr, Management Analyst
City of Covina
c/o City of Covina City Clerk's Office
125 E. College Street
Covina, CA 91723**

All responses must be completed as required, signed by an officer of the firm who is authorized to enter into a binding agreement with the City on behalf of the company, and must be received in the place and time designated above. Bids (including Bid Proposal and Bid Cost Proposal, as described below) are to be submitted in separate sealed envelopes clearly marked with the contractor's name, address, telephone number, and email address. Submit one sealed envelope clearly identified as Bid Proposal – City-Wide Janitorial Maintenance Services”, containing three (3) copies of the work bid proposals. Submit a second sealed envelope clearly identified as Bid Cost Proposal – City-Wide Janitorial Maintenance Services containing one (1) cost proposal.

8. Bid Package Contents

Bid Packages shall be concise, well-organized, and demonstrate the contractor's qualifications and experience relating to the proposed project. At a minimum, bid packages shall include the following information:

- **Bid Proposal (Envelope #1 - Submit 3 Copies)**

The Bid Proposal shall include, as a minimum, the following information, presented in a clear and concise manner:

- **Cover Letter:** Provide a brief statement acknowledging that the information provided in the Statement of Qualifications (SOQ) is true, accurate and current. Provide contact information for the contractor and the person authorized to execute the agreement.
 - **Work Plan:** A statement of your understanding of the project and a detailed description of your approach to implement all of the tasks listed under Section 2, “Scope of Services.”
 - **Firm Qualifications:** Identify a minimum of three (5) similar assignments related to this bid completed within the past five (5) years and fill in the information as outlined in Section 3, “Information Required of Bidder” as well as attaching the resume of the General Manager/Operations Manager as outlined in Section 5, “Resume of General Manager/Operations Manager.”
 - **References:** Provide five (5) references for similar assignments related to this bid completed for other agencies by filling in the information as outlined in Section 4, “References.”
 - **Objections to Professional Services Agreement:** Objections shall be submitted in writing with justification clearly stated. Any contractor with objections to terms contained in the City’s Professional Services Agreement (Attachment A) must advise the City of such objections and requested modifications as part of its Work Proposal. Failure of a bid proposer to accept the terms of the City’s Professional Services Agreement may result in the rejection of the bid proposal. It shall be the responsibility of the prospective contractor to review all sections and exhibits of the Professional Services Agreement, including insurance requirements. If no objections are received, the City will assume the bid proposer is able to and will enter into the Professional Services Agreement and fulfill the terms and requirements set therein. The City may recover any damages accruing to the City as a result of the successful contractor’s failure or refusal to execute the City’s Professional Services Agreement.
- **Bid Cost Proposal (Envelope #2 – Submit 1 Copy)**
The Cost Proposal should include the following information:
 - **Bid Cost Proposal**
 - Bid Schedule A – City Hall Complex
 - Bid Schedule B – City Yard
 - Bid Schedule C – Covina Public Library
 - Bid Schedule D – Covina Police Department
 - Bid Schedule E – Cougar Park Community Building (Seasonal)
 - Bid Schedule F – Parks and Recreation Department Administrative Office
 - Bid Schedule G – Covina Park Recreation Hall
 - Bid Schedule H – Covina Park Aquatics Center (Seasonal)
 - Bid Schedule I – Covina Teen Center

- Total Costs for Bid Schedules A through I (Signed by Bidder) – shall be an amount “Not to Exceed.”

9. RFB Inquiries and Addenda

For inquiries regarding this RFB, please contact Michael Flores Jr, Management Analyst, via electronic mail at mflores@covinaca.gov. Bidders must e-mail inquiries no later than **4:00 PM on Thursday, April 28, 2022**. Inquiries received after that date and time will not be answered. Please include the following in the subject line of the e-mail: “Inquiry re: RFB for Citywide Janitorial Maintenance Services.” Telephonic inquiries will not be accepted.

The City will issue any revisions to this RFB as addenda. The City will distribute addenda to all potential bidders and post addenda on the City’s website. Bidders are responsible for receipt of all addenda. Therefore, each bidder should contact the City to verify that he or she has received all addenda issued, if any. The City’s issuance of a written addendum is the only official method whereby the City will interpret, clarify or provide additional information concerning this RFB. No oral revisions to any provision in the RFB shall be binding.

10. Anticipated Schedule

Milestone	Date
RFP Issued	Thursday, March 31, 2022
Non-Mandatory Pre-Proposal Job Walk	Monday, April 25, 2022 at 1:00PM
Deadline for Clarification/Inquiries	Thursday, April 14, 2022
Responses to Clarifications/Inquiries (if any)	Thursday, May 5, 2022
Deadline for Bid Submittal/Bid Opening	Tuesday, May 10, 2022 at 4:00PM
Award of Contract	Tuesday, June 21, 2022
Notice to Proceed	Tuesday, June 28, 2022

11. Evaluation Schedule

The Review Committee will evaluate each bid package for completeness and content. Each bid package will be evaluated based upon the relevant qualifications and experience of the bidder. The Review Committee may choose to interview two or more closely ranked firms, but will not expect or schedule elaborate presentations. License status and references will also be verified. The bid proposal review will focus on the following criteria:

- **Bid Proposal understanding/approach (maximum of 35 points).** The firm’s bid proposal adequately demonstrates an understanding of the City’s janitorial maintenance needs and experience in professional janitorial maintenance services, which is documented in its bid package.
- **Experience (maximum of 35 points).** The firm’s technical expertise and professional references with similar work. Qualifications of the firm and the individuals assigned to perform the work.

- **Bid Cost Proposal (maximum of 30 points).** Thoroughness of the Bid Cost Proposal; ability to fulfill the requirements of the overall Bid Proposal within the selected timeframe, availability of staff as required by the City.

12. Professional Services Agreement

The City will identify the bid proposer that best meets the needs of the City and enter contract negotiations with that highest ranked firm. Should the City fail to reach agreement with the top ranked bid proposer, the City may enter negotiations with the next highest rated bid proposer, and so on. City staff will make a recommendation to the City Council for the award of the Contract to the bid proposer that best furthers the City's objectives.

The successful bid proposer will be expected to execute the Contract no more than fifteen (15) calendar days after City Council approval. A recommendation for Contract award will tentatively be presented to the City Council for consideration on June 21, 2022.

13. Insurance Requirements

The successful bid proposer shall secure all insurance required under the Contract and provide any necessary documentation to the City fifteen (15) calendar days subsequent to City Council approval.

14. Acceptance or Rejection of Bid

The City reserves the right to accept, reject, or accept a portion of any and all bids. The City also reserves the right to waive any informality or irregularity in any bid or in the bidding as deemed to be in its best interest. Additionally, the City may, for any reason, decide not to award the Contract as a result of this RFB or cancel the RFB process. The City shall not be obligated to respond to any bid submitted, nor be legally bound in any manner by the submission of the bid. The City reserves the right to negotiate services and associated costs.

15. Legal Responsibilities

All bid proposals must be submitted, filed, made, and executed in accordance with State and Federal laws related to bid proposals for contracts of this nature whether the same or expressly referred to herein or not. Any company submitting a bid will by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the bid, and other contract documents, and to full compliance therewith.

16. Discrepancies and Misunderstandings

Bidders must satisfy themselves by personal examination of the worksite, specifications, and other Contract documents and by any other means as they may believe necessary, as to the actual physical conditions, requirements, and difficulties under which the Services must be performed. No bidders will at any time after submission of a bid make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of

the job. Any errors, omissions, or discrepancies called to the attention of the City will be clarified by the City in writing to all bidders prior to the submission of the bids.

17. Bidder Interested in More than One Bid

No person, firm, or corporation will be allowed to make or file, or be interested in more than one bid for the same work unless alternate bids are called for. No bid will be accepted from a bidder who has not been licensed in accordance with the provisions of the State Business and Professional Code.

Attachments:

Attachment A: City of Covina Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated June 21, 2022 (“Effective Date”) and is between the City of Covina, a California municipal corporation (“City”) and [Contractor’s Legal Name], a [Legal Form of Entity, e.g., California corporation, limited partnership, limited liability company] (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. City desires to utilize the services of Contractor as an independent contractor to provide City-wide Janitorial Maintenance Services at various City Facilities.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Contractor and Contractor desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The parties therefore agree as follows:

1. Term of Agreement. The term of this Agreement shall be from the Effective Date through June 30, 2025, unless sooner terminated as provided in Section 13 of this Agreement. The City may, upon mutual agreement, extend the contract for two (2) additional one-year terms. In no event shall this Agreement be extended beyond June 30, 2027.

2. Compensation.

A. Compensation. As full compensation for Contractor’s services provided under this Agreement, City shall pay Contractor a sum not to exceed [Written Amount] Dollars (\$[Numerical Amount]) (the “maximum compensation”), based on the hourly rates set forth in the Approved Fee Schedule, attached hereto as **Exhibit A**. Any terms in Exhibit A, other than the payment rates and schedule of payment, are null and void.

B. Expenses. The amount set forth in paragraph A shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement.

C. Additional Services. City shall not allow any claims for additional services performed by Contractor, unless the City Council and the Contractor Representative authorize the additional services in writing prior to Contractor’s performance of the additional services or incurrence of additional expenses. Any additional services or expenses authorized by the City Council shall be compensated at the rates set forth in **Exhibit A**, or, if not specified, at a rate mutually agreed to by the parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

3. Contractor’s Services.

A. Scope of Services. Contractor shall perform the services described in the Scope of Services, attached as **Exhibit B**. City may request, in writing, changes in the scope of services to be

performed. Any changes mutually agreed upon by the parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the “City Representative”). For the purposes of this Agreement, the Contractor Representative shall be [Name], [Title] (the “Contractor Representative”). The Contractor Representative shall directly manage Contractor’s services under this Agreement. Contractor shall not change the Contractor Representative without City’s prior written consent.

C. Time for Performance. Contractor shall commence the services on the Effective Date and shall perform all services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Contractor shall perform all services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Contractor has, or will secure at its own expense, all personnel required to perform the services required under this Agreement. All of the services required under this Agreement shall be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

F. Compliance with Laws. The Contractor shall keep itself informed of all local, state and federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such ordinances, laws and regulations. The City and its agents shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section. This Agreement may call for services that, in whole or in part, constitute “public works,” as defined in the California Labor Code. Therefore, as to those services that may be “public works”, Contractor shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in **Exhibit C**.

G. Permits and Licenses. Contractor shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

H. Best Management Practices. Contractor shall implement and maintain activity specific Best Management Practices (BMPs) to prevent pollutant loading from stormwater and non-stormwater discharges to receiving waters as required in Part VIII.A.3 (Municipal Employee and Contractor Training) and Part VIII.H.3.d (which also requires compliance with Part VIII.H.3.a and b) of the Municipal NPDES Permit No. CAS004004. Consultant’s staff whose primary job duties are related to implementation of BMPs shall be adequately trained to effectively implement, operate, and maintain such BMPs and must be versed in factors affecting BMP effectiveness. The Consultant shall annually certify they have received all applicable training to implement the requirements in Part VIII.A.3 and Part VIII.H.3.d of the Municipal NPDES Permit No. CAS004004 and shall provide documentation to the City to that effect on an annual basis.

4. Method of Payment.

A. Invoices. Contractor shall submit to City an invoice, on a monthly basis or less frequently, for actual services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period, hourly rates charged, if applicable, and the amount due. If City disputes any of Contractor's fees, it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

B. Payment. City shall pay all undisputed invoice amounts within thirty (30) calendar days after receipt up to the maximum compensation set forth in Section 2 of this Agreement. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Contractor. For all reimbursements authorized by this Agreement, Contractor shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Finance Director.

C. Audit of Records. Contractor shall make all records, invoices, time cards, cost control sheets and other records maintained by Contractor in connection with this agreement available during Contractor's regular working hours to City for review and audit by City.

5. Ownership of Documents. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed ("written products") pursuant to this Agreement shall become the sole property of the City without restriction or limitation upon its use and may be used, reused, disseminated or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files containing data generated for the work, Contractor shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files. Contractor may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Contractor.

6. Independent Contractor.

A. Contractor is, and shall at all times remain as to City, a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the performance of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

B. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

7. Confidentiality. All data, documents, discussion, or other information (collectively “data”) developed or received by Contractor or provided for performance of this Agreement are deemed confidential. Contractor shall keep all data confidential and shall not disclose any data to any person or entity without City’s prior written consent. City shall grant such consent if disclosure is legally required. Contractor shall return all data to City upon the expiration or termination of this Agreement. Contractor’s covenant under this Section 7 shall survive the expiration or termination of this Agreement.

8. Conflicts of Interest. Contractor and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Contractor’s services under this Agreement, including the Political Reform Act (Gov. Code, § 81000 et seq.) and Government Code Section 1090. During the term of this Agreement, Contractor may perform similar services for other clients, but Contractor and its officers, employees, associates and subcontractors shall not, without the City Representative’s prior written approval, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Contractor shall incorporate a clause substantially similar to this Section 8 into any subcontract that Contractor executes in connection with the performance of this Agreement.

9. Indemnification.

A. Indemnities for Third Party Claims.

1) To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively “Indemnitees”), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys or other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively “Liabilities”), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees’ active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liability with counsel of the Indemnitees’ choice, and shall pay all costs and expenses, including all attorneys’ fees and experts’ costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers’ compensation law regarding Contractor and Contractor’s employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers’ compensation laws. City may offset against the amount

of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this Subparagraph A. 2).

3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section 9 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties.

B. Workers' Compensation Acts Not Limiting. Contractor's indemnifications and obligations under this Section 9, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section 9 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liability, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Contractor's indemnifications and obligations under this Section 9 shall survive the expiration or termination of this Agreement.

10. Insurance.

A. Minimum Scope and Limits of Insurance. Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of Two Million Dollars (\$2,000,000) per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of Two Million Dollars (\$2,000,000) per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of services under this Agreement, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under Subparagraph A. 1) of this Section 10.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. If Contractor has no employees while performing services under this Agreement, workers' compensation policy is not required, but Contractor shall provide an executed declaration that it has no employees.

B. Acceptability of Insurers. The insurance policies required under this Section 10 shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Section 10.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming the City, its officers, employees, agents and volunteers as additional insureds.

D. Primary and Non-Contributing. The insurance policies required under this Section 10 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

E. Contractor's Waiver of Subrogation. The insurance policies required under this Section 10 shall not prohibit Contractor and Contractor's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be approved by City. At City's option, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section 10 during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail thirty (30) calendar days' prior written notice to City. If any insurance policy required under this Section 10 is canceled or reduced in coverage or limits, Contractor shall, within two (2) business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Contractor does not maintain the policies of insurance required under this Section 10 in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the requirements under this Section 10, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. Evidence of Insurance. Prior to the performance of services under this Agreement, Contractor shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section 10. The endorsements

are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 9 of this Agreement.

K. Subcontractor Insurance Requirements. Contractor shall require each of its subcontractors that perform services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section 10.

11. Mutual Cooperation.

A. City's Cooperation. City shall provide Contractor with all pertinent data, documents and other requested information as is reasonably available for Contractor's proper performance of the services required under this Agreement.

B. Contractor's Cooperation. In the event any claim or action is brought against the City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance that City requires.

12. Records and Inspections. Contractor shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 3 years. Contractor shall, without charge, provide City with access to the records during normal business hours. City may examine and audit the records and make transcripts therefrom, and inspect all program data, documents, proceedings and activities.

13. Termination or Suspension of Agreement.

A. Right to Terminate or Suspend for Cause. If Contractor violates any of the provisions of this Agreement or fails to properly provide the services required by this Agreement to the satisfaction of the City, the City shall provide to the Contractor a written Notice to Cure the specific deficiencies and shall allow a reasonable cure period of sixty (60) calendar days (unless another cure period is otherwise agreed to in writing by both parties) to cure and correct these deficiencies to the City's satisfaction. In the event Contractor fails to correct the deficiencies in the allotted cure period, the City shall have the right to terminate this Agreement with thirty (30) calendar days' written notice to the Contractor. The effective date of the termination of the Agreement pursuant to this subsection A shall be the 31st day after the date of the written notice of termination.

B. Right to Terminate or Suspend due to Modernization. If the City chooses to modernize an elevator control system, this Agreement may be canceled with thirty (30) calendar days' written notice.

C. Obligations upon Termination. Contractor shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Contractor, City shall pay

Contractor based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the services required by this Agreement.

14. Force Majeure. Contractor shall not be liable for any failure to perform its obligations under this Agreement if Contractor presents acceptable evidence, in City's sole judgment, that such failure was due to strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Contractor's reasonable control and not due to any act by Contractor.

15. Notices. Any notices, consents, requests, demands, bills, invoices, reports or other communications which either party may desire to give to the other party under this Agreement must be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by reputable document delivery service or courier service during Contractor's and City's regular business hours, or (c) five business days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the party to be notified as set forth below:

If to City:

City of Covina - Department of Public Works
Attn: Raphael Guillen
Public Works Manager
125 E. College Street
Covina, California 91723

If to Contractor:

16. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Contractor will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

17. Prohibition of Assignment and Delegation. Contractor shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Contractor from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section 17 shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section 17, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

18. No Third-Party Beneficiaries Intended. Except as otherwise provided in Section 9, this Agreement is made solely for the benefit of the parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

20. Exhibits. Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

21. Entire Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty except those expressly set forth in this Agreement.

22. Amendment of Agreement. This Agreement may be amended only by a writing signed by both parties. The City Manager is authorized to sign an amendment to this Agreement on the City Council's behalf and without the City Council's prior approval to make the following non-substantive modifications to the Agreement: (a) name changes; (b) extensions of time; (c) non-monetary changes in the scope of work; and (d) termination of the Agreement.

23. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the parties to this Agreement.

24. Word Usage. Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

25. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

26. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a municipal, superior or federal court with geographic jurisdiction over the City of Covina.

27. Attorneys' Fees. In any litigation or other proceeding by which on party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorneys' fees together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

28. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

29. Authority to Execute Agreement. The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

[SIGNATURE PAGE FOLLOWS]

The parties, through their duly authorized representatives, are signing this Agreement on the date stated in the introductory clause.

City:

City of Covina,
a California municipal corporation

Contractor:

[Contractor's Legal Name],
a [Legal Form of Entity]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: Georgianna Nicole Alvarez
Title: Chief Deputy City Clerk

(Two signatures of corporate officers required for corporations under Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.)

APPROVED AS TO FORM:

By: _____
Name: Candice K. Lee
Title: City Attorney

EXHIBIT A
APPROVED FEE SCHEDULE

EXHIBIT B
SCOPE OF SERVICES